

EXHIBIT 11



ROCHAMBEAU SOLAR PROJECT

MASTER SUBCONTRACT AGREEMENT

WORK ORDER

Effective Date: 13-Oct-2021
Subcontractor: Town & Country Farms, Inc.
Work Order Number: 21.17.681.042

EXHIBIT A**FORM OF WORK ORDER**

This Work Order is incorporated into and made a part of the Master Subcontract Agreement by and between Strata Solar, LLC ("Contractor") and Town & Country Farms, LLC ("Subcontractor") dated as of January 30, 2019 (the "Agreement"). All terms of this Work Order shall be subject to the provisions of the Agreement.

Work Order Number: 21.17.681.042

Work Order Date: 13-Oct-2021

This Work Order is issued for the Rochambeau Solar Project at the following Site:

4951 Rochambeau Dr. Williamsburg, VA 23188

Subcontract Price: \$2,120,120.24

Subcontractor acknowledges that the Subcontract Price above is a fixed, lump sum of full compensation accepted by Subcontractor for the performance of the Work, which may only be adjusted pursuant to the terms of the Agreement.

Retainage:

Contractor will withhold Twelve and a Half Percent (12.5%) from each Progress Payment. Subcontractor's final Progress Payment shall include all retainage.

Work Order Attachments:

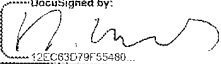
- ☒ Attachment 1 Scope of Work
- ☒ Attachment 1.1 Drawings and Specifications
- ☒ Attachment 1.2 Geotechnical Report
- ☒ Attachment 1.3 Specified Materials
- ☒ Attachment 1.4 Subcontractor Key Personnel
- ☒ Attachment 1.5 Codes and Standards
- ☒ Attachment 2 Project Schedule
- ☐ Attachment 3 Reserved
- ☒ Attachment 3.1 Project Schedule of Values
- ☐ Attachment 4 Reserved
- ☐ Attachment 5 Reserved
- ☐ Attachment 6 Reserved
- ☒ Attachment 7 Lien Waivers
- ☒ Attachment 7.1 Partial Lien Waivers
- ☒ Attachment 7.2 Final Lien Waivers
- ☐ Attachment 8 Reserved
- ☐ Attachment 9 Reserved
- ☒ Attachment 10 Site Specific Environmental, Health & Safety Plan
- ☒ Attachment 10.1 Contractor's Safety Plan
- ☒ Attachment 10.2 Owner's Safety & Environmental Requirements
- ☒ Attachment 10.3 Incident Reporting
- ☒ Attachment 11 Site Specific Subcontractor Requirements & Reporting
- ☐ Attachment 12 Reserved
- ☒ Attachment 13 Intellectual Property Licenses

- ☒ Attachment 14 Subcontractor Work Package
- ☒ Attachment 15 Owner Flowdown Requirements
- ☒ Attachment 16 Subcontractors Quality Assurance Program Requirements
- ☒ Attachment 17 Insurance Requirements
- ☒ Attachment 18 Contractor Forms and Policies
- ☒ Attachment 18.1 Form of Subcontractor Invoice
- ☒ Attachment 18.2 Form of Submittal - Standard RFI
- ☒ Attachment 18.3 Form of Daily Report
- ☒ Attachment 18.4 Form of Weekly Report
- ☒ Attachment 18.5 Form of Monthly Report
- ☒ Attachment 18.6 Form of Change Order Request
- ☒ Attachment 18.7 Approved Sub-Subcontractors
- ☒ Attachment 18.8 Repair Replacement Costs
- ☒ Attachment 19 Milestone Certificate Forms
- ☒ Attachment 19.1 Mechanical Completion Certificate
- ☒ Attachment 19.2 Substantial Completion Certificate
- ☒ Attachment 19.3 Final Completion Certificate

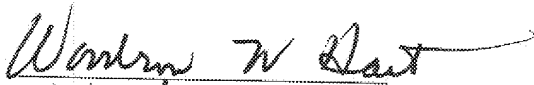
Each Attachment is hereby incorporated into and made a part of this Work Order. By execution of this Work Order, Subcontractor acknowledges receipt of each marked Attachment above and that Subcontractor shall perform the Work in compliance with all Attachments.

By signature below, the undersigned represent and warrant that they are authorized as representatives of the Party on whose behalf they are signing this Work Order and to bind their respective Party thereto.

STRATA SOLAR, LLC

By: 
Name: Markus Wilhelm
Title: CEO

TOWN & COUNTRY FARMS, LLC

By: 
Name: Woodrow W. Hant
Title: V/President

ATTACHMENT 1

SCOPE OF WORK

1. Overview

- a) SUBCONTRACTOR shall provide all labor, equipment and materials necessary and as required to provide the complete civil works for the Project (the "Work") in accordance with the Contract Documents, including but not limited to:

Phase 2 Civil Construction:

- (i) all construction surveying and staking;
 - (ii) all drainage, erosion stormwater control and sediment control measures, including but not limited to, all sediment basins, sediment traps, drainage ditches, and Storm Water Pollution Prevention Plan ("SWPPP") requirements, including all installation and maintenance for basins 7-12, 16 & 17, and 1 Sediment Trap;
 - (iii) stormwater basins and drainage areas; including basins 7-12, 16 & 17, and 1 Sediment Trap;
 - (iv) all cut/fill, excavation and grading throughout;
 - (v) all temporary and permanent site entrances and turnarounds;
 - (vi) all laydown, storage and parking areas;
 - (vii) all improvements, installation, and maintenance of all access roads and site roads;
 - (viii) all civil works maintenance;
 - (ix) complete provision and conveyance of all water and underground water lines required for Project construction;
 - (x) all site finishes, including restoration and re-vegetation.
 - (xi) all project compaction testing documentation.
 - (xii) all civil plan mark ups.
 - (xiii) Must be able to work at velocity in multiple locations at one time.
 - (xiv) Provide all SOPs for each phase of the work.
 - (xv) Provide all certified documentation and reports pertaining to the installation of each basin as well as upland disturbance to support the James City County As-Built Approval and Certification process. Inspections, documentation and reports shall be in accordance with the following: Detention Basin Interim As-Built Assessment Checklist, James City County Stormwater Conveyance and Stormwater Management / BMP Facilities Record Drawing and Construction Certification Forms (Storm Systems), James City County Stormwater Conveyance and Stormwater Management / BMP Facilities Record Drawing and Construction Certification Forms (Temporary Basins) and Sequence of Events - Rochambeau Basins.
- b) SUBCONTRACTOR agrees to commence and fully complete all portions of the Work: procure, provide, and pay for all materials, equipment, machinery, tools, consumables, labor, supervision, management, transportation, administration, and any services required to complete the Work, as further detailed herein and in accordance with the Contract Documents. Unless otherwise specifically indicated herein, all requirements to complete the Work are included in the Contract Sum.
- c) SUBCONTRACTOR shall determine and supply all means and methods for the Work.
- d) SUBCONTRACTOR understands that all aspects of the Work must comply with all applicable local, state, and federal codes, standards, rules and regulations.
- e) SUBCONTRACTOR shall perform the Work in accordance with the Contract Documents for the Project, which may be updated from time to time through transmittals from CONTRACTOR.
- f) Any variations from "For Construction" documents are to be made known to the CONTRACTOR's Project Manager in writing and incorporated into redline markups maintained by SUBCONTRACTOR accurately

and turned in to CONTRACTOR upon completion of each major portion of Work for incorporation into "As Built" record drawings.

- g) A Work Package acceptable to CONTRACTOR shall be provided by SUBCONTRACTOR not more than ten (10) Business days following execution of the Agreement.
- h) SUBCONTRACTOR shall be responsible for installation and maintenance of all Project site access points/entrances, site roads, turnouts, laydown yards and turnarounds for the duration of the Project meeting all specifications of the Contract Documents, ensuring they are passable in wet or dry conditions, without assistance, for all Project equipment and vehicles including but not limited to all concrete trucks and material delivery vehicles, and for CONTRACTOR'S other subcontractors for deliveries and installation throughout the duration of the Work.
- i) SUBCONTRACTOR shall take all necessary action to ensure site access roads are installed and maintained to provide for safe passage in wet or dry conditions, without assistance, for all Project vehicles and equipment, including but not limited to all concrete trucks and material delivery vehicles, and for CONTRACTOR's other subcontractors for deliveries and installation throughout the duration of the Work.

2. Mobilization, Demobilization and Temporary Items

a) Mobilization/Demobilization:

- (i) SUBCONTRACTOR shall provide all necessary transportation for, and complete setup of, all labor, equipment and support services needed to successfully execute the Work. SUBCONTRACTOR shall provide all necessary packing, transportation, and removal of all labor, equipment and support services utilized during the construction of the Project. SUBCONTRACTOR's construction equipment for the Work shall meet or exceed the air quality regulations and requirements applicable to the Project. SUBCONTRACTOR shall mobilize/demobilize all labor, materials and equipment as and when necessary to perform the Work.

b) Temporary Items:

- (i) SUBCONTRACTOR shall be responsible for all temporary facilities needed or required for SUBCONTRACTOR's employees and its sub-subcontractors including, but not limited to: offices, trailers, electrical, telephone, internet, waste disposal, water, sanitary facilities, document copies, office supplies, communication equipment, traffic control, signage, etc.
- (ii) SUBCONTRACTOR shall provide forklifts, pay loaders and all other equipment, tools, supplies and materials needed to perform the Work.
- (iii) SUBCONTRACTOR shall supply FM frequency two-way radios for its workforce in numbers acceptable to CONTRACTOR. CONTRACTOR will supply SUBCONTRACTOR with a radio frequency in order to maintain overall site communication during the Project.

c) Receiving:

- (i) SUBCONTRACTOR shall be responsible for receiving, unloading, staging and installing all materials and equipment to be incorporated into or utilized in performance of the Work, whether supplied by SUBCONTRACTOR, CONTRACTOR or others. Materials and equipment may not be delivered to the Project site until SUBCONTRACTOR mobilizes to the Project site. SUBCONTRACTOR must provide a delivery schedule in advance and/or a twenty-four (24) hour delivery notice during the Plan of the Day meeting on-site. SUBCONTRACTOR shall maintain

responsibility and control for and secure all items used for the Work until incorporated into the Work.

- (ii) Upon receipt of materials at the Project site, SUBCONTRACTOR shall provide copies of all testing certificates, data sheets, or other material certifications to CONTRACTOR, to the extent applicable. SUBCONTRACTOR shall not install any materials on the Project until proper certifications have been submitted to and approved by CONTRACTOR.
- (iii) SUBCONTRACTOR shall properly dispose of, recycle or reload all shipping materials as directed by CONTRACTOR.

d) QA/QC Plan:

- (i) Not more than ten (10) days following execution of the Agreement, SUBCONTRACTOR shall supply a QA/QC plan, testing plan and critical action plan for the Work that is acceptable to the CONTRACTOR. CONTRACTOR shall review, approve with comments, or reject within ten (10) business days of receipt. SUBCONTRACTOR shall also comply with all QA/QC rules or regulations of CONTRACTOR, as well as those required by the CONTRACT Documents.

e) Work Packages:

- (i) Not more than ten (10) days following execution of the Agreement, SUBCONTRACTOR shall provide work packages to CONTRACTOR for all major portions of the Work, substantially in the format and having the contents set forth in the Contract Documents. The work packages shall be supplied to CONTRACTOR in electronic copy of the same MS Word and PDF Formats. CONTRACTOR shall review, approve with comments, or reject within ten (10) business days of receipt.

f) Public Haul Roads:

- (i) Prior to beginning construction of the Project, not more than ten (10) calendar days' prior, the condition of the public roads that will be used for hauling of equipment and delivery of material, including aggregate and concrete, shall be documented with digital pictures by SUBCONTRACTOR. Copies of this documentation shall be provided to CONTRACTOR prior to mobilizing to the Project site. SUBCONTRACTOR shall ONLY utilize roads approved for Project access by CONTRACTOR and in compliance with all local, state and federal laws and ordinances. Any use of routes not approved by CONTRACTOR or loads carried by SUBCONTRACTOR or its suppliers in excess of allowed limits shall be at SUBCONTRACTOR's risk and SUBCONTRACTOR shall indemnify CONTRACTOR in the event of any fines or penalties incurred by the Project as a result of such action of SUBCONTRACTOR.
- (ii) In the event that any damage or deterioration of the public roads occurs as a result of the Work, the SUBCONTRACTOR shall repair the public roads at SUBCONTRACTOR's expense. In the event that damage to public roads is caused by others associated with the Project, SUBCONTRACTOR shall, when requested by CONTRACTOR, provide CONTRACTOR details of such damage repair requirements including detailed costs associated with those repairs.

3. Construction Scheduling

- a) Provide a price for construction scheduling in the Breakdown.
 - (i) The price provided for this Section shall be consistent with the actual cost involved, but should not in any event, be less than 0.4% of the awarded contract value.

- (ii) In the event the amount provided for this Section is less than 0.4% of the Lump Sum Bid Price the Contractor reserves the right, at its sole discretion, to extract any or all of the difference between the price provided for this Section and 0.4% of the Awarded Contract Value from another Section or work item as it reasonably sees fit.
- (iii) 10% of the price for this Section shall be paid upon approval by the Contractor of the baseline schedule. The remainder of payments for work of this Section shall be paid monthly by dividing the remaining balance equally between the number of months in the Contract Time remaining after acceptance of the baseline schedule, provided the schedule is updated based on the requirements.

4. Surveying

- a) SUBCONTRACTOR is responsible for all construction surveying associated with the Work. SUBCONTRACTOR shall locate and adequately mark, prior to construction, all civil structures to be installed. Such survey work will include, but shall not be limited to:
 - (i) Surveying (horizontally and vertically where necessary), staking and modeling as required for all civil works including, but not limited to, road centerlines, road edges, road shoulders, top of cut, toe of slope, areas of disturbance, drainage structures, Culverts, Stormwater and sediment basins, sediment traps, SWPPP measures where necessary, laydown yards, staging areas, inverter skids, soil storage areas, all offset stakes, fencing - corners and intermediate points at every 200 ft minimum on long runs), water tanks and all other civil structures and foundations and areas shown on the Contract Documents for the Project. All such survey work shall be completed before SUBCONTRACTOR begins any related work, and shall be repeated as necessary throughout the construction process for the Project.
 - (ii) SUBCONTRACTOR shall also provide For Record As-Built Survey for the items mentioned in Section 4(a)(i).
 - (iii) Provide and install, where necessary, all offset stakes from roadway routing stakes and other markings, shown in the Contract Documents for the Project. SUBCONTRACTOR shall maintain stakes and markings throughout the Project installation ensuring that no civil installation deviates from the Contract Documents without written approval from the CONTRACTOR.
 - (iv) **Structure Flagging:** SUBCONTRACTOR shall supply and install staking and flags to identify structures, wells, buildings, vegetation and features on the Project site that are identified in the Contract Documents as Wetlands, RPA, or otherwise as "to be protected" or "protect" in order to clearly identify such structures, wells, buildings, vegetation or features and to avoid accidental demolition or removal by SUBCONTRACTOR or others.
 - (v) **Well and Structure Protection:** SUBCONTRACTOR shall supply and install temporary fencing around the perimeter of all wells on the Project site that are identified in the Contract Documents as "to be protected" or "protect" or features on the Project site that are identified in the Contract Documents as Wetlands, RPA, or otherwise as directed by CONTRACTOR.
- b) As requested by CONTRACTOR, SUBCONTRACTOR shall assist CONTRACTOR in verifying grade and slope of various features within the Project area, all such work being included in the Contract Sum.
- c) CONTRACTOR shall establish, stake and maintain three (3) control points and one (1) benchmark for the Project site.

5. Drainage and SWPPP

- a) SUBCONTRACTOR shall furnish and install ditches, culverts and all other measures as shown in the Contract Documents and as necessary at any access point, road or throughout the Project site to ensure proper drainage and to prevent wash-out or compromise of any Project installation.

- b) SUBCONTRACTOR shall furnish, install, implement, repair, maintain and ultimately remove where necessary the appropriate measures to prevent erosion and control sediment for the Project as shown in the Contract Documents. Best management practices for controls are included in the SWPPP. SUBCONTRACTOR shall be responsible for supplying, installing and enforcing these measures, as well as executing all requirements of the SWPPP, the National Pollutant Discharge Elimination System ("NPDES"), VDEQ Standards, VDEQ ES&C Manual, and the Contract Documents. All construction, maintenance, monitoring and reporting required by the SWPPP and as identified in the Contract Documents for the duration of the construction of the Project, including achieving completion and approval of all requirements from the notice-of-intent to the notice-of-termination, shall be the responsibility of the SUBCONTRACTOR. SUBCONTRACTOR shall repair all maintenance and corrective action items within (5) calendar days of the items being noted on the SWPPP inspection report or the Owner ECC audit report. SUBCONTRACTOR shall alert CONTRACTOR of any items identified on the SWPPP inspection report or the Owner ECC audit report that are at risk of taking more than five (5) calendar days to repair.
- c) SUBCONTRACTOR will own 100% of the SWPPP maintenance scope until Final Completion.
- d) SUBCONTRACTOR shall provide and install all measures and features to promote positive drainage for the Project as shown in the Contract Documents and as necessary to properly drain runoff water from the Project site, and in all cases in a manner meeting, or exceeding where necessary or prudent, the drainage required by VDEQ Standards and the Contract Documents. All drainage for the Project shall be constructed by the SUBCONTRACTOR such that it meets or exceeds the requirements of the Contract Documents and the Project SWPPP.
- e) In the event the SWPPP measures installed by SUBCONTRACTOR for the Project are damaged and attributable to another party present on the Project site, SUBCONTRACTOR shall perform repairs as necessary and provide detailed reporting of actual out of pocket costs incurred by SUBCONTRACTOR to perform such repairs to CONTRACTOR so that CONTRACTOR may issue a back-charge to the damaging party for reimbursement to SUBCONTRACTOR. The timeline for repairs must consider if the damaged area is classified as an Action Item under SWPPP laws or regulations. If they do then there is a 7 day window to complete. If the repairs required fall under SWPPP Maintenance Item then the SUBCONTRACTOR may have between 14 and 30 days to complete repairs. If the SUBCONTRACTOR determines they are not able to meet the 7 day window for ANY Action Item they must immediately notify CONTRACTOR.

6. Signage

The price for the Work includes an allowance for the supply and installation of the signage on the Project site as defined as the ("Signage Allowance") of \$15,000. SUBCONTRACTOR shall supply and install all signage for the civil works for the Project to provide notices to all Project workers and visitors, which shall include, but are not limited to:

- a) Overhead power line warning signs where overhead lines cross roads;
 - (i) Permanent physical height indicators "goal post" constructed in a manor approved by CONTRACTOR to provide an indication of clearance distance to assure booms are lowered when traveling per Exhibit- E Health & Environmental Safety Plan.
- b) Fire access and evacuation signs at site roads as required by the Contract Documents;
- c) "No Unauthorized Entry" signs at site entrances, laydown area(s) and other key site locations, the wording of which shall be acceptable to the CONTRACTOR;
- d) Speed limit signs and directional signs at all road entry points to the Project site and strategic points identified within the Project site and access roads sufficient to alert and reduce the speed of traffic.
- e) CONTRACTOR supplied - "General Contractor" signs, "firearm restriction," and "OSHA" signs.
- f) All required VDOT Entrance and Construction Signage
- g) Construction logistics signage, including but not limited to, Stop signs, array and/or circuit identification signage,

- h) Signage shall be designed and constructed in such a manner that all signs are in sound structural and legible quality as approved by CONTRACTOR through the completion of the Work and/or CONTRACTOR achievement of Final Completion, whichever is later, for all temporary signage.
- i) For permanent VDOT signage, signage shall meet or exceed VDOT standards.
- j) SUBCONTRACTOR shall coordinate with CONTRACTOR to identify landing sites available for use by local "Life Flight" for helicopter emergency evacuation of personnel in the event this is required by CONTRACTOR.
- k) SUBCONTRACTOR shall coordinate with CONTRACTOR and mark CONTRACTOR-identified assembly locations for use during emergencies or site evacuations.
- l) SUBCONTRACTOR shall install, including the supply of all necessary hardware, all CONTRACTOR-provided signage.
- m) The supply and install of perimeter fence signage shall be by others.
- n) **Vehicle signs:** SUBCONTRACTOR shall have its company name clearly visible on all vehicles brought to site by SUBCONTRACTOR or its subcontractors.
- o) SUBCONTRACTOR shall submit for approval all temporary and permanent signage to be installed on the Project, as called for by the Contract Documents and reasonably requested by CONTRACTOR, not less than two (2) weeks prior to mobilization to site, and shall deliver all signage to the Project site no later than one (1) week after mobilization by SUBCONTRACTOR. In the event that such signage is not delivered and installed by SUPPLIER as required by this Section and CONTRACTOR elects to supply the signage to be supplied by SUBCONTRACTOR under this Section, SUBCONTRACTOR shall accept a deductive change to the Agreement for CONTRACTOR-supplied signage for all costs incurred by CONTRACTOR to supply the signs not timely supplied by SUBCONTRACTOR.
- p) SUBCONTRACTOR will safe out with appropriate signage and/or speed flashers, temporary lights, both ends of the Rochambeau Road access and ½ mile in both directions on Rochambeau Road. This signage must meet or exceed the requirements of the county and VDOT traffic control plans. SUBCONTRACTOR will submit a plan for this safety signage as part of their pre-mobilization submittal package.

7. Site Demolition

SUBCONTRACTOR shall demolish, remove and dispose of all buildings, structures, roads, fencing, poles, large debris and objects, concrete, posts, and any other existing features, objects or improvements as specified in the Contract Documents and as required to complete the Work. All demolition debris shall be hauled away by SUBCONTRACTOR and disposed of in accordance with all codes and applicable laws and in trucks or dumpsters supplied by SUBCONTRACTOR.

SUBCONTRACTOR shall perform a full hazards assessment of the structure including LBP, PCBs, and asbestos prior to demolition. Additionally, a 25 day notice should be given to CONTRACTOR before demolition begins. If hazards are identified they must be removed and disposed of in accordance with all VA regulations and safety best practice.

8. Site Clearing, Grubbing and Mowing

- a) SUBCONTRACTOR shall clear all trees, brush, stumps and large vegetation in all areas of the Project site required for the installation of all portions of the Project as shown in the Contract Documents. All clearing of trees, brush, stumps and large vegetation cleared by SUBCONTRACTOR shall be performed in a sequence approved by CONTRACTOR and shall be chipped into mulch and spread on the perimeter of the Project site by SUBCONTRACTOR in a manner acceptable to CONTRACTOR and in compliance with all applicable laws, codes, standards and regulations. All clearing of trees and brush in areas identified in Contract Documents as Wetlands shall be cleared in a manner in compliance with all applicable laws, codes, standards and regulations and as approved by CONTRACTOR. Onsite burning of any material is strictly prohibited.

- b) In all areas where disturbance will occur on the Project site, topsoil shall be stripped and stockpiled for later use during reclamation of areas designated in the Contract Documents. SUBCONTRACTOR shall ring any temporary stockpiles of topsoil (or fill) with silt fence or seeded to temporarily stabilize the stockpile and to prevent rain erosion of the piles, and measures shall be implemented to avoid wind erosion and to maintain control of dust. Stockpiles expected to be exposed for longer than seven (7) days (unless otherwise stated in the Project SWPPP) shall be stabilized with a CONTRACTOR approved method that is also in compliance with all applicable laws, codes, standards and regulations. Where requested by CONTRACTOR, topsoil shall be replaced in the same depths as it was found and shall be left in a condition that supports SUBCONTRACTOR re-vegetation efforts as approved by CONTRACTOR. Reclaimed areas shall be free of wind-rows, limbs, roots, stumps, and excessive rock accumulation or gross irregularities as approved by CONTRACTOR. Reasonable efforts shall be made by SUBCONTRACTOR to blend disturbed areas into the surrounding natural landscape. All topsoil shall remain on the Project site unless otherwise approved by CONTRACTOR in writing.
- c) SUBCONTRACTOR shall mow vegetation as necessary to maintain root bases and soil stability for future site restoration in all areas of the Project site required for the installation of all portions of the Project as shown in the Contract Documents. All mowing by SUBCONTRACTOR shall be performed in sequence as approved by CONTRACTOR and in a manner that shall limit creation of dust. SUBCONTRACTOR shall maintain vegetation and shall not exceed 16" (mowing/weed mitigation, etc.) at the Project Site until CONTRACTOR'S Substantial Completion with the Owner.
- d) The complete site area to be used for the installation of the Project shall be cleared of large debris and objects, fencing, and rocks with use of a Harley Rake or any additional manner acceptable to CONTRACTOR. All materials cleared from the site by SUBCONTRACTOR shall be disposed offsite in a manner acceptable to CONTRACTOR and in compliance with all laws, codes and regulations. Removal of roots is essential to the safety of site personnel and all roots that could present a tripping hazard shall be removed. CONTRACTOR will provide signoff of grubbed areas after areas are dressed with use of a Harley Rake, or any additional manner acceptable to CONTRACTOR, is completed to a standard where all tripping hazards have been removed prior to SUBCONTRACTOR proceeding with vegetation activities.

9. Excavation, Grading and Spoils

- a) SUBCONTRACTOR shall perform all necessary excavation, dewatering and grading of the Project site to achieve design grades (including any import of material) for the installation of the PV solar tracker foundation piles, solar arrays, inverter pads, access roads, turnarounds, Laydown/Parking Area(s) and all other features of the Project as required by the Contract Documents and all applicable laws, codes, standards and regulations.
- b) While preparing the Project site for installation of the solar array, SUBCONTRACTOR understands that minimizing disturbance and maintaining soil stability are important to CONTRACTOR and Owner. SUBCONTRACTOR understands and agrees that it shall not perform mass grading in any areas of the Project that will expose the Project to liability for dust control violations, Stormwater and DEQ regulatory permit and standard violations, and shall limit the amount of disturbed areas to those that must be opened in order to allow the Work to progress. SUBCONTRACTOR will plan and follow a work sequence that ensures that the site is compliant with all criteria of the SWPPP at all times while performing the WORK. The WORK shall be performed in a manner that ensures all protection devices are in good working order prior to performing upland disturbance.
- c) The SUBCONTRACTOR shall be responsible for use or relocation to CONTRACTOR-approved locations all excavation spoils not used for the Work. Spoils meeting the specifications of the Contract Documents may be incorporated into the grading or used as fill for the Work.

- d) Under no condition shall excess soil be used to fill wetlands or other environmentally sensitive areas or be disposed of through instructions given to SUBCONTRACTOR by Project landowners without specific written direction from CONTRACTOR to SUBCONTRACTOR.
- e) SUBCONTRACTOR shall smooth and grade out ruts within the arrays as necessary to provide for safe access to other Subcontractors. The smoothing of ruts may require contractor to make multiple passes of the site as construction progresses.

10. Site Entrances and Turnarounds

- a) SUBCONTRACTOR shall abide by all applicable permits for site entrances and local, county and state road improvements required to access the Project site.
- b) SUBCONTRACTOR shall provide all material for and install all site entrances as shown in the Contract Documents to include, but is not limited to, all culverts (as required), material surfacing, compaction, and grading, all of which shall be constructed at locations and per the specifications of the Contract Documents and all applicable laws, codes, standards and regulations.
- c) SUBCONTRACTOR shall provide all material and labor to install turnarounds as shown on the Contract Documents or as needed for the Project construction and necessary to allow maintenance and delivery trucks and trailers to turn around after component off-loading. Turnarounds shall be constructed in accordance with the plans and specifications found in the Contract Documents.

11. Laydown Yard, Storage and Parking Areas

- a) SUBCONTRACTOR shall install one or more clear and level areas, as indicated in the Contract Documents for use by CONTRACTOR, Owner, Owner's subcontractors and CONTRACTOR's other subcontractors as a laydown yard, trailer village and parking areas, which shall be compacted and surfaced with aggregate and geotextile fabric ("Laydown/Parking Area(s)"). The Laydown/Parking Area(s) shall be cleared, grubbed and generally leveled in accordance with the Contract Documents. SUBCONTRACTOR shall scarify and compact sub-grade in accordance with the Contract Documents prior to placement and compaction of aggregate. All Laydown/Parking Area(s) shall be sloped to drain properly with no standing water. All Laydown/Parking Area(s) shall be topped with CONTRACTOR approved aggregate material and geotextile fabric as shown in the Contract Documents and meeting Project specifications to ensure that the integrity is maintained for wet or dry use. SUBCONTRACTOR shall remove and reclaim to a vegetative turf condition and grade the Laydown/Parking Area(s) upon completion of Project construction and release by CONTRACTOR to perform such work.
- b) CONTRACTOR may provide logging mats for use on the project for access or temporary staging of materials or personnel. SUBCONTRACTOR will assist CONTRACTOR in preparation of areas where logging mats are to be utilized including any grubbing and or smoothing of the area to allow for a uniform install of the logging mats.

12. Site Roads

- a) SUBCONTRACTOR shall install site access roads including operations and maintenance roads and make improvements to existing roads for the Project in accordance with the Contract Documents. Access roads shall be constructed as shown in the Contract Documents to ensure access to the solar array area and the substation/interconnection area by all Project vehicles, equipment and delivery trucks, in wet or dry weather, without assistance.
- b) All subgrades shall be compacted and/or stabilized as shown in the Contract Documents and as necessary to carry the required vehicular loads without causing excessive deformations. Roadways shall be properly graded to provide free drainage of road surface runoff. SUBCONTRACTOR shall establish proper ditches and other measures to prevent erosion of roads and the Project site.

- c) Road surfaces will be topped with CONTRACTOR-approved aggregate material as shown in the Contract Documents and meeting Project specifications to ensure that the road integrity is maintained for wet or dry use.
- d) SUBCONTRACTOR shall crown or slope road surfaces to facilitate drainage and prevent ponding in accordance with the Contract Documents. Notwithstanding the preceding sentence, access roads shall be constructed without excessive crowns or positive or negative slopes within the roadway.
- e) SUBCONTRACTOR shall install and maintain all temporary and permanent site roads as required during Project construction.
- f) **Existing Road Upgrades:** Final upgrades to the existing roads shall be constructed per the Contract Documents and as required to support site construction activities. Road Removal:
- g) SUBCONTRACTOR shall remove any existing onsite roads or entrances that are indicated for removal in the drawings or implied to be removed due to abandonment due to array layouts and specifications for the Project, including but not limited to:
 - h) Demolition of existing gravel, asphalt or concrete road surface material.
 - i) Removal and disposal of excess material from demolition in a manner approved by CONTRACTOR.
 - j) Existing dirt access paths and roads that are reclaimed shall be returned to a vegetated turf condition.
- k) **Final Roads:** Following construction activities for the Project and when approved by CONTRACTOR, SUBCONTRACTOR shall redress and re-grade all site roads (including repairing any road damage, such as ruts, gouges and weather damage that may have occurred during the course of construction of the Project) to meet the initial specifications of the Contract Documents as required through CONTRACTOR achievement of Final Completion.

13. Asphalt and Concrete

- a) Where called for by the Contract Documents, or where necessary at interfaces with existing concrete or asphalt surfaced roads to prevent deterioration of those roads, SUBCONTRACTOR shall supply and install concrete and/or asphalt paved access roads and/or approaches, including aggregate base, meeting the requirements of the Contract Documents. All aggregate base for concrete and asphalt paved access roads shall be tested and shown to meet compaction requirements prior to installation of asphalt and concrete paving.
- b) SUBCONTRACTOR shall perform asphalt and concrete verification testing to confirm installation is in accordance with the Contract Documents.

14. Water Provision and Conveyance

- a) SUBCONTRACTOR shall provide all labor, equipment, supervision, coordination and permits required to supply construction water for the Project (including, but not limited to, water, conveyance system, water lines and water tanks or other storage means as approved by CONTRACTOR) (the, “**Water Conveyance System**”) for the Project site.
- b) SUBCONTRACTOR shall be responsible for the complete supply, installation and maintenance of the Water Conveyance System for the Project as necessary to serve as the water source for all water needs for construction of the Project. The Water Conveyance System shall include, but is not limited to; the following: all meters, pumps, plumbing and power, and all temporary piping, j-stands and valves as necessary to provide all measures of suitable size and as necessary to deliver water in a volume suitable for SUBCONTRACTOR’s water use on the Project, in addition to the water use needs of CONTRACTOR and CONTRACTOR’s other subcontractor’s on the Project, all of which shall be pumped at a rate in a volume adequate to support the timely construction activities of the Project. Means and method for fulfilling such requirements shall include, at a minimum, stand tanks with capability to deliver all water needs for the Project, all of which shall be available at all times during the construction of the complete Project by CONTRACTOR.

15. Quality and Testing

- a) SUBCONTRACTOR shall conform to all Project quality assurance and quality control (“QA/QC”) requirements as detailed in the Contract Documents, which may include a general and Project specific QA/QC plan. Not more than ten (10) days following execution of the Agreement, SUBCONTRACTOR shall provide its Project-specific QA/QC plan and testing plan for the Work, acceptable to CONTRACTOR to ensure the Work meets all requirements of the Contract Documents and all rules, regulations, standards, laws and codes associated with the Work. SUBCONTRACTOR shall appoint a qualified individual or individuals, by name and title, as the QA/QC representative(s) responsible for SUBCONTRACTOR’s QA/QC management for the Project. The QA/QC representative(s) shall be responsible for SUBCONTRACTOR’s QA/QC management and providing all QA/QC documentation for the Work.
- b) If, in the opinion of CONTRACTOR, SUBCONTRACTOR is not meeting the QA/QC requirements for the Work, then CONTRACTOR may require SUBCONTRACTOR to provide, at SUBCONTRACTOR’s sole expense, additional qualified QA/QC representatives acceptable to CONTRACTOR or provide qualified third-party QA/QC professionals acceptable to CONTRACTOR, to ensure SUBCONTRACTOR conforms to the Project QA/QC requirements.
- c) SUBCONTRACTOR shall cause its employees and Sub-Subcontractors for the Work to be present for such QA/QC training, meetings and other Project related QA/QC gatherings as may be required by CONTRACTOR or Owner.
- d) To ensure the Work is installed in compliance with the Contract Documents, SUBCONTRACTOR will provide testing services to be performed following completion of appropriate stages of the Work including but not limited to; moisture content and compaction testing of all compacted road and shoulder surfaces in the form of nuclear density testing (in accordance with ASTM D6938) and pass Proof Roll per requirements in the Design Drawings every one thousand feet (1,000') or as required by the Contract Documents, concrete testing, asphalt testing (each a “Verification Test”), the purpose of which is for CONTRACTOR to verify the Work has met the requirements of the Contract Documents.
- e) SUBCONTRACTOR shall perform all cut, fill, compaction, and fine grading operations (“Earthwork”) as indicated in the Design Drawings and Geotechnical Report. All Earthwork is to be performed such that the intent of the Stormwater design is met and shall not exceed tolerance of +/- 3 inches of final grade as shown in the Contract Documents. All fill work is to be performed in lifts of loose thickness of 9” or less. SUBCONTRACTOR is responsible for hiring Geotechnical engineering firm to field verify and document all compaction testing. SUBCONTRACTOR shall perform the following testing for fill materials being placed every 10,000 cubic yards and submit results within 7 days of placement of fill:
 - (i) Moisture content (ASTM D2216)
 - (ii) Classification, including Atterberg limits (ASTM D4318 and D1140)
 - (iii) Standard Proctor maximum dry density (ASTM D698)
- f) All areas of structural fill placement, including but not limited to, within the array, basin dams and walls, sediment trap dams and walls and access roads, shall be compacted to a minimum 95% Standard Proctor and tested for moisture content and compacting using nuclear density testing (in accordance with ASTM D6938) at a minimum of one test per 2,500 cubic yards of placed structural fill. Proof Roll per requirements in the Design Drawings shall be performed prior to placing fill or at the subgrade elevation in cut areas. Moisture content and compaction shall be tested according to the following additional requirements:
 - (i) Minimum of one test per lift in fill areas less than 5,000 square feet
 - (ii) Minimum of one test per lift in road wetland crossing areas

(iii) Minimum of one test whenever a suspicion of change in the quality of moisture control, classification or quality of material being placed, or effectiveness of compaction

- g) SUBCONTRACTOR is required to provide all documentation to CONTRACTOR as part of the work book and document handover at the end of the job. SUBCONTRACTOR is required to notify CONTRACTOR in writing in addition to notifying the site team if any compaction test do not meet the standards of the contract documents.

CONTRACTOR shall submit results of moisture content and compaction testing within 7 days of testing.

No cut/ fill work is to be performed without Geotechnical supervision and/or compaction testing. All natural soil depressions and holes resulting from grubbing work shall be backfilled to provide a smooth finish grade within the site work area.

- h) SUBCONTRACTOR shall install, maintain, and properly convert from temporary to permanent final stabilization state, including, but not limited to, removal, if required, for all basins, sediment traps and Stormwater measures in accordance with the Contract Documents and all applicable local, state, and federal codes, standards, rules and regulations. A component of some measures will be building earthen berms and walls that will be required to last for the entire design life of the project. The critical nature of these walls will require they are constructed using industry best practices with compacted lifts tested to ensure structural quality is achieved. SUBCONTRACTOR will be responsible for providing a detailed document package that specifically addresses the compaction testing of the basin and sediment trap walls.
- i) To ensure compliance of Earthwork activities meets the intent of the Stormwater design and does not exceed the tolerances allowed by the tracker design, SUBCONTRACTOR shall provide a minimum 50 feet grid of As-Built elevations (each a "Grade Check") locating steep banks, terraces, draws and other significant features (i.e. break lines) to accurately represent changes in topography with sufficient detail. Subcontractor shall extend contours ten feet beyond Limits of Disturbance, or further, if conditions warrant. In the event a minimum 50 feet grid does not provide sufficient level of detail, CONTRACTOR may request SUBCONTRACTOR to provide Aerial Topography and Imagery. Grade Checks shall be submitted based on thirds of the project being to final grade as the areas are ready for turnover to CONTRACTOR. Grade Checks must be submitted no later than three (3) days following any portion of a Civil Zone being ready for turnover to CONTRACTOR.
- j) In the event Grade Checks must be completed through Aerial Topography and Imagery, SUBCONTRACTOR shall supplement aerial collection data with site specific field collected data where necessary to provide horizontal and vertical accuracy necessary for detailed construction design, including but not limited to: Wetlands, Streams (top and toe of slope), ditches (top and toe of slope), culverts, basins, sediment traps storm drain structures, etc.
- k) In the event that a Grade Check shows that SUBCONTRACTOR's work does not meet all specifications in the Contract Documents, the intent of the Stormwater Design, or exceeds the tolerances of the Tracker design, SUBCONTRACTOR shall correct the Work to meet the design specifications, at SUBCONTRACTOR's sole expense. In this event, SUBCONTRACTOR shall also increase manpower and/or equipment counts to accelerate the corrective work as necessary to maintain and/or recover SUBCONTRACTOR's schedule so as to not delay CONTRACTOR and CONTRACTOR's other SUBCONTRACTOR's at SUBCONTRACTOR's sole expense.
- l) In the event that a Verification Test or Grade Check shows that SUBCONTRACTOR's work does not meet all specifications in the Contract Documents, SUBCONTRACTOR shall correct the Work to meet the design specifications, at SUBCONTRACTOR's sole expense.

16. Underground Obstructions and Subgrade System Protection

- a) SUBCONTRACTOR has reviewed the geotechnical report for the Project provided with the Contract Documents, is familiar with the soil conditions at the Project site, and has taken this information into consideration in SUBCONTRACTOR's plan for the Work. Should subsurface conditions that significantly differ from those found in the Project geotechnical report (hard rock or other foreign obstacles) be encountered by SUBCONTRACTOR excavation activities, such conditions will be immediately reported to CONTRACTOR along with SUBCONTRACTOR's suggested solution(s) for resolving such issues and completing the Work without an impact to cost or schedule, if possible. SUBCONTRACTOR shall not begin any such measures for resolving unforeseen conditions until approved by CONTRACTOR.
- b) SUBCONTRACTOR is responsible for locating all underground obstructions that will or may impact the Work. SUBCONTRACTOR shall determine and follow all necessary requirements for crossing or working around such obstructions from all appropriate parties, within reason including, but not limited to, any and all oil or gas pipelines, waterlines, telecommunication/fiber optic lines, underground power lines or any other similar subgrade systems (each a "Subgrade System"). SUBCONTRACTOR shall furnish and install material cover for the protection of each Subgrade System in accordance with the Contract Documents and the requirements of the Subgrade System. Any site roads and shoulders shall subsequently be built up to allow for successful passage of all construction vehicles over the Subgrade System without causing damage to them. In the event the Project road as designed does not adequately allow for the Subgrade System required cover, SUBCONTRACTOR shall immediately notify CONTRACTOR and work toward a CONTRACTOR and Subgrade System approved remedy.
- c) As applicable, SUBCONTRACTOR shall provide the CONTRACTOR all required signed paperwork from any Subgrade System crossing verifying that SUBCONTRACTOR has fulfilled all of that Subgrade System's requirements, including final inspection by Subgrade System personnel, during the construction of the Subgrade System crossing. The turnover of all paperwork shall be scheduled to be completed so as not to cause a delay in the Work or to the Project.

17. Weather Conditions

SUBCONTRACTOR shall be responsible for all labor, equipment and material costs associated with weather and temperature conditions that may occur during the construction of the Project and associated with completion of the Work, all of which are included in the Contract Sum.

18. Health and Safety

- a) SUBCONTRACTOR shall conform to the Project Health & Safety program(s) as detailed in the Contract Documents, which may include a general and Site Specific Safety program. SUBCONTRACTOR shall appoint an individual, by name and title, as the safety representative responsible for SUBCONTRACTOR's safety management and interface with CONTRACTOR's safety program, and who is able to fluently speak English and whatever other languages that may be spoken by SUBCONTRACTOR's labor force. This person may not be a superintendent or other competent individual, and must be a dedicated Safety Representative approved by CONTRACTOR. SUBCONTRACTOR shall provide an additional dedicated site safety professional, approved by CONTRACTOR, who is solely dedicated to that purpose including, but not limited to additional safety representatives for every additional (25) employees past the twenty-five (25) employee benchmark. The SUBCONTRACTOR's safety representative(s) shall be responsible for SUBCONTRACTOR's safety management and documentation for the Work and shall be present for all safety orientations for SUBCONTRACTOR's employees and while SUBCONTRACTOR is working at the Project site.
- b) SUBCONTRACTOR shall cause it employees and subcontractors for the Work to be present for such safety training, meetings and other Project related safety gatherings as may be required by the CONTRACTOR or Owner. This shall include before and during construction monthly site safety meetings as may be required by Owner or CONTRACTOR.

- c) SUBCONTRACTOR must submit proof of a negative pre-employment drug screen, in the form of laboratory provided results, prior to any of SUBCONTRACTOR's or its subcontractor's employee starts work on the Project.
- d) Negative drug screens, in the form of laboratory provided results, current within the previous seventy-two (72) hours of an employee starting work on the Project are acceptable as a pre-employment screen.
- e) All Project vehicles must have a sign or otherwise be marked with the SUBCONTRACTOR's company name. Such signage or marking shall be on both sides of the vehicle, and large enough to be read at minimum distance of twenty-five (25) yards.
- f) **Vendors:** SUBCONTRACTOR shall be solely responsible and accountable for the actions of its vendors while present on the Project site. All SUBCONTRACTOR vendors shall meet all safety requirements applicable to deliveries at the Project site and all other requirements placed upon SUBCONTRACTOR under the Agreement.

19. Miscellaneous

- a) All requests for information from SUBCONTRACTOR shall be submitted in an MS Word or .pdf written form by SUBCONTRACTOR to the CONTRACTOR's project manager and site manager.
- b) Any variations from "For Construction" documents are to be made known to CONTRACTOR's site manager and, when approved in advance by the Engineer of Record in writing, shall be incorporated by SUBCONTRACTOR into redline markups of the drawings for the Work and submitted to CONTRACTOR for incorporation into For Record drawings by CONTRACTOR. Red line markups shall be maintained accurately and completely by SUBCONTRACTOR daily and submitted to CONTRACTOR upon completion of each major component of the construction of the Work. Furthermore, Red line markups and For Record Drawings shall include location identification of locations where verification tests or inspections were performed in order to confirm the installation was per design and met the design intent.
- c) The SUBCONTRACTOR shall at all times adhere to all permits, guidelines, policies and laws that pertain to the Project.
- d) SUBCONTRACTOR shall work closely with CONTRACTOR's other subcontractors so as not to interfere with each other's work with the understanding that the CONTRACTOR shall determine the first priority in the scheduling of access and or utilization of the Project site, ancillary activities and support functions.
- e) SUBCONTRACTOR shall make no agreements with Owner or offsite landowners without CONTRACTOR's approval. All CONTRACTOR-approved landowner agreements shall be in writing, and SUBCONTRACTOR shall provide an executed copy to CONTRACTOR.
- f) SUBCONTRACTOR shall cooperate with all construction consultations throughout duration of the Project and shall make every attempt to comply with their requests in a timely and cordial manner. SUBCONTRACTOR shall coordinate scheduling with other Project subcontractors and Project affiliates as necessary in order to not interfere with each other's work and maintain flexibility and diligence to a timely completion of the overall Project.
- g) **Clean up and Waste Removal:** SUBCONTRACTOR shall (i) keep the area clean and free of debris throughout the duration of the Work and for the relevant portion of the Project site immediately following completion of each portion of the Work; (ii) remove waste materials from the area and meet or exceed jurisdictional requirements for recycling and/or waste management including, but not limited to, disposal of such materials at approved facilities, or in dumpsters provided by SUBCONTRACTOR in accordance with applicable laws and permitting requirements.
- h) **Daily, Weekly, and Monthly Reports:** SUBCONTRACTOR shall submit daily, weekly, and monthly reports in a format acceptable to CONTRACTOR. Daily reports shall be delivered to the CONTRACTOR's Site Manager each day by the time designated by CONTRACTOR. Weekly reports shall be delivered to the CONTRACTOR's Site Manager and Project Manager each week by the time designated by CONTRACTOR.

Daily reports, at minimum, will require a (3) day look ahead schedule, Weekly Reports, at minimum, will require and Monthly reports, at minimum, will require a (1) month look ahead schedule.

- i) **Supervision:** SUBCONTRACTOR shall submit its proposed permanent superintendent's name and resume for CONTRACTOR's approval. Once approved by CONTRACTOR, submitted SUBCONTRACTOR's superintendent shall be present on site any time SUBCONTRACTOR is on site. SUBCONTRACTOR'S approved superintendent cannot be replaced without CONTRACTOR's approval. SUBCONTRACTOR'S superintendent shall attend daily morning meetings as requested by CONTRACTOR. SUBCONTRACTOR'S superintendent shall have the authority to make binding decisions for SUBCONTRACTOR. SUBCONTRACTOR shall provide additional supervision as approved and requested, in writing, by CONTRACTOR.
- j) SUBCONTRACTOR shall provide experienced on site supervisors in charge and with authority to make field decisions, required skilled and semi-skilled labor, and all related necessary tools and equipment as required for the satisfactory installation in accordance with the Agreement.

20. Environmental Requirements

Waste Management:

At no time will waste materials be allowed to remain at the site once the Work has been completed. All waste shall be managed according to all laws and regulations. All waste generated shall be hauled and disposed of off site by the Subcontractor. All HDD work shall follow the Strata approved HDD protocols (see Appendix A - HDD Prep and Fluid Disposal).

Dewatering:

For any dewatering activity the Subcontractor shall include Strata environmental training on the only site approved dewatering procedures. The Subcontractor will be expected to follow the Strata Dewatering Work Instructions (see Appendix B – Work Instruction for Dewatering Operations).

Chemical Management:

All Work shall be performed to support the Site environmental compliance. New chemicals brought on Site must first be approved using the Chemical Approval Form and Procedure (See Appendix C - Facilities New Chemical Approval Form and Process) at least 2 weeks **PRIOR TO** Work starting. This includes attaching a separate Safety Data Sheet (SDS) with each chemical request.

Stormwater and Pollution Prevention:

All appropriate measures shall be taken to prevent any chemical releases onto the ground or into a stormwater conveyance system or wetland. Should a release occur the Subcontractor will immediately **STOP WORK** and stop release then immediately report to the Contractor Management. Should stormwater conveyance systems be broken or destroyed during the course of Subcontractor Work, the Subcontractor shall repair system to its previous state.

Any deviations from these or any other environmental practices that result in warnings or fines, where the SUBCONTRACTOR is the direct cause, those fines and any corrections will be charged to the SUBCONTRACTOR.

21. Inclusive Agreement

In accordance with the terms and conditions of the Agreement and in accordance with the Contract Documents, the SUBCONTRACTOR shall:

- a) perform and/or provide all of the procurement, expediting, assembly, installation, construction, quality control/quality assurance, and other services and items necessary or appropriate to execute and complete the Work;

- b) provide and perform any and all supervision, administration, scheduling, planning, coordination, inspection, work and services required or appropriate in connection with the foregoing;
- c) procure, provide, pay for, deliver, handle, inspect, and store all materials and equipment required to install as part of the work, and all tools, consumables, labor, packing, transportation, expediting, supervision, administration and other services and items required in connection with SUBCONTRACTOR's activities in order to perform and complete the Work;
- d) cooperate with CONTRACTOR, CONTRACTOR's other subcontractors and suppliers, Owner, the Utility, and Owner's other contractors in the completion of the Project;
- e) assist CONTRACTOR, Owner and Owner's other contractors as necessary, in interfacing between portions of the Work and energizing the Project;
- f) implement, administer, and comply with the quality procedures, including inspection of all materials and equipment to be incorporated into the work or used in the performance of SUBCONTRACTOR's activities, and rejection of those items determined not to be in compliance with the Contract Documents;
- g) take all reasonable steps to report weekly to CONTRACTOR on the Work, the work of Others that interface with SUBCONTRACTOR's work and delivery schedules of all suppliers that may affect SUBCONTRACTOR's timely achieving its work;
- h) and the impact, if any, of such party's progress upon the Milestone Schedule. Such reporting shall include documentation of all efforts by SUBCONTRACTOR to ensure timely delivery of the Work and Materials Furnished By Others; and
 - (i) Provide all other items or services necessary for the proper execution and completion of SUBCONTRACTOR's obligations under the Agreement, whether temporary or permanent and whether or not incorporated or to be incorporated into the Project, including work described herein.
 - (ii) SUBCONTRACTOR shall construct all of the civil works included in the Work (all roads, all drainage structures, and all other civil works) in the following manner:
 - (iii) All civil works shall meet or exceed the requirements of the Contract Documents, including this Scope of Work and shall meet the performance needs of the Project.
 - (iv) All roads shall be constructed by the SUBCONTRACTOR such that they meet or exceed the requirements of the Contract Documents.
 - (v) All drainage for the Project shall be constructed by the SUBCONTRACTOR such that it meets or exceeds the requirements of the VDEQ ES&C Manual, Contract Documents, and SWPPP plan for the Project.

22. Substantial Completion

- a) SUBCONTRACTOR shall achieve Substantial Completion once SUBCONTRACTOR has satisfied all requirements set forth in the Scope of Work or items that have otherwise been agreed by both CONTRACTOR and SUBCONTRACTOR, including but not limited to:
 - (i) All erosion and sediment control (ES&C) measures installed including but not limited to, silt fence, drainage ditches, culverts, sediment basins, outfalls, outlet structures to a standard acceptable to Contractor. All ES&C measures shall have been maintained such that no deficiencies remain and are in a state to maintain erosion and sedimentation effectively as acceptable to Contractor.
 - (ii) All Grubbing, Grading, seedbed prep and vegetation work is complete per EC Phase I and Phase II plans including, but not limited to, the Site having sufficient vegetation growth to maintain stabilization, as approved by Contractor. All roads installation shall also be complete without deficiencies as approved by Contractor and in a manner which allows for the subsequent phases of the work to successfully to be completed as intended by the Contract Documents.

- (iii) Furthermore, achieving Substantial Completion does not release Subcontractor responsibilities to maintain ES&C measures, Site Roads, and Vegetation. Subcontractor is responsible for this maintenance until Final Completion is achieved.

23. Final Completion

Completion of all civil scope Work necessary to close the Land disturbance and Stormwater permits with AHJ and VADEQ. Scope includes, but is not limited to, removal of temporary controls, 100% sign off of functioning permanent controls and 100% stabilization of project site. Furthermore, completion of all civil scope Work necessary, per VADEQ permits, to obtain Notice of Termination from the VADEQ.

APPENDIX A
HDD PROTOCOL

Preparation for Horizontal Directional Drilling (HDD) and Fluid Disposal

April 2020

(3 pages)



ENVIRONMENTAL PROTOCOL

Preparation for Horizontal Directional Drilling (HDD) and Fluid Disposal **Environmental Field Compliance**

Page: 1 of 3

Month: April 2020

Company: Strata Solar

PREPARATION FOR HDD ACTIVITIES

Horizontal Directional Drilling (HDD) is a trenchless technology used for underground utility installation. An inherent risk of this activity is the potential for drilling fluid to leave the site and impact waterbodies, wetlands, or stormwater systems. Proper planning and site setup is the first defense against a release of drilling fluid or inadvertent return (IR). Should an IR take place, advance preparation allows for an immediate and efficient response.

If, during HDD activities you encounter contaminated soils (i.e., have an odor, sheen, or discoloration), stop work and immediately contact Strata Environmental Team.

KEY PREVENTATIVE ACTIONS:

- Prior to use of any drilling additives, determine if the materials are on the list of approved additives as provided in the American National Standards Institute (ANSI) / National Science Foundation (NSF) Standard 60 Certified Well Drilling Aids and Well Sealants. A link to the most current version of this approved list can be found here: [current listing of certified drilling fluids](#). If the proposed additive is not on the ANSI/NSF list, contact Strata Solar prior to use.
- Establish appropriate perimeter controls. Install compost/filter sock, straw wattles or silt fence around the bore machine and protect inlets in the vicinity of the work area.
- Discuss the HDD Contingency Plan. This review should be completed regardless of whether the activity is an upland bore or if a waterbody, wetland or other sensitive resource will be crossed. Construction representatives, Contractor crews, end Environmental Inspectors (if assigned) should be involved in these discussions to identify appropriate response materials and staging locations. It is recommended that staff involved in the HDD event have environmental training to respond appropriately and effectively in the event of an IR.
- Review the site and identify areas that may be impacted in the event an IR occurs, such as storm drain inlets, swales, culverts, or other adjacent or offsite waterbody or wetland features. Assure that trained personnel are available to inspect the bore path to identify an IR when boring under a waterbody or wetland.
- Sufficient equipment and materials necessary for IR response must be available on the project site and staged for immediate access along the bore path throughout HDD activities to ensure proper containment and clean up. **At a minimum, the following response, containment, and clean up materials must include:**
 - Vacuum Truck onsite (or on call and in close proximity to site) and additional hose
 - Compost/Mulch Filter Sock
 - Sand Bags
 - Personnel to assist with response activities

KEY LEARNING POINTS:

- Preparation and efficiency are critical in the response to a release of drilling fluid.
- Identify resources in and adjacent to the work area that may be impacted in the event an IR occurs. Consider resources that may be indirectly impacted such as storm drains that outlet to adjacent waterbodies.
- A reasonable quantity of response materials must be on site and staged along the bore path for immediate access prior to the start of any HDD activity.

* This document is not designed to replace company procedures, but is a quick reminder of requirements when handling this material.



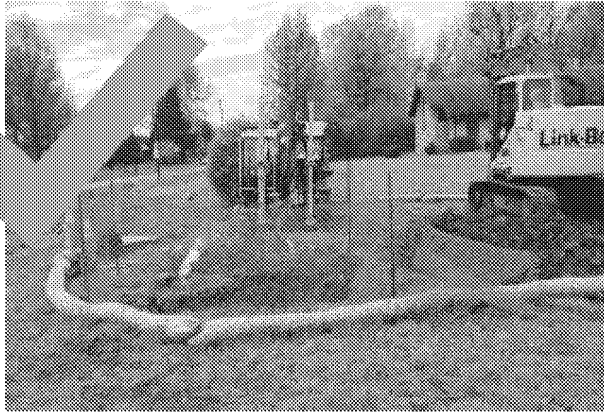
ENVIRONMENTAL PROTOCOL

Preparation for Horizontal Directional Drilling (HDD) and Fluid Disposal Environmental Field Compliance

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FLUID DISPOSAL:

Fluids are liquids removed from the receiving pit or as part of pipe or conduit installation work, typically referred to as Bore Fluids. These liquids may include Bentonite, water and other additives

Bore Fluid is an industrial waste and must be managed according to Commonwealth of Virginia of Regulations.

KEY PREVENTATIVE ACTIONS:

- HDD Fluid must be placed in vacuum boxes.
- Ensure vehicle containers containing HDD fluid are sealable and leak-tight.
- HDD materials must be properly managed.
- If you encounter or suspect contaminated soils, immediately contact your Strata Environmental Team.

KEY LEARNING POINTS:

- HDD Fluid **cannot** be added to spoils piles, and cannot be taken to a recycling facility.
- HDD Fluid must be collected by vacuum truck, transported to the designated storage area and placed into the vacuum box labeled and designated for that purpose.
- **If you need assistance managing bore fluid, or if you need supplies or assistance, contact: Strata Environmental Team**
Never proceed in the face of uncertainty.

* This document is not designed to replace company procedures, but is a quick reminder of requirements when handling this material.



ENVIRONMENTAL PROTOCOL

Preparation for Horizontal Directional Drilling (HDD) and Fluid Disposal **Environmental Field Compliance**

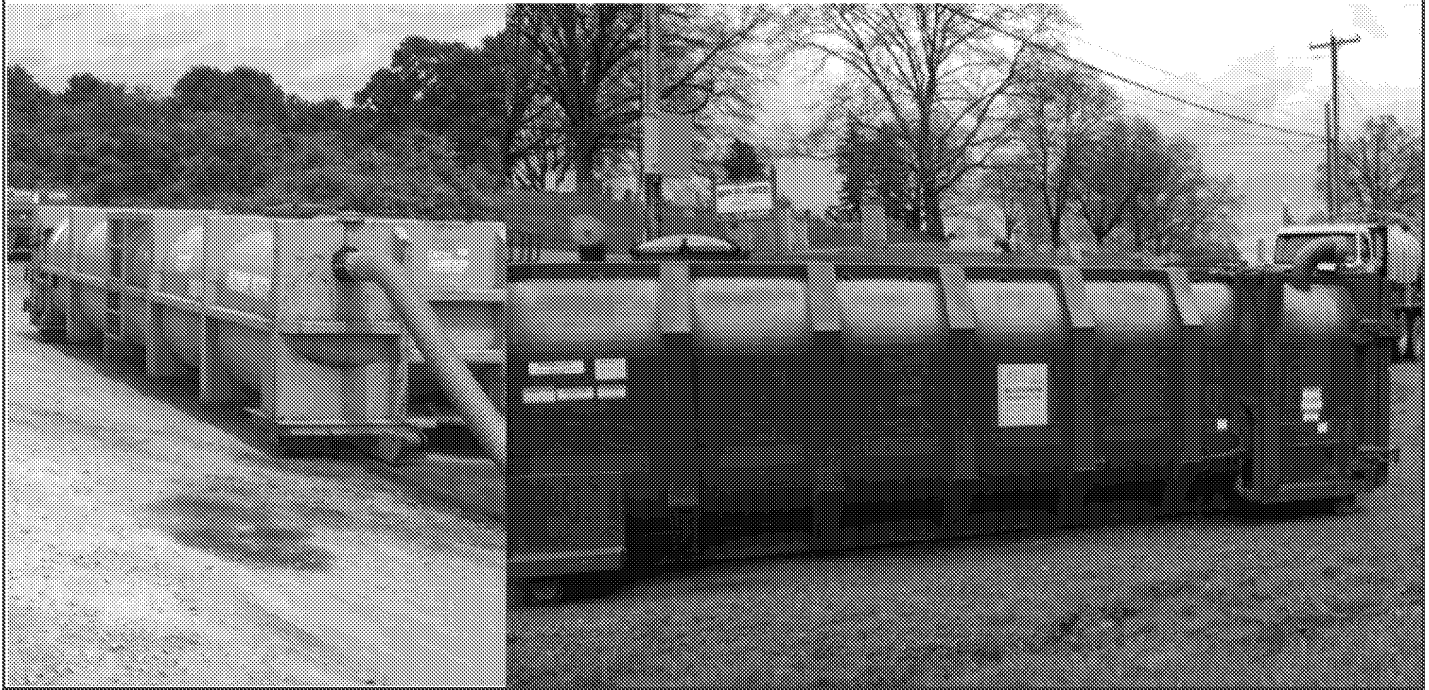
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Management Requirements:

- Prior to depositing material into vacuum box, gauge vacuum box to ensure there is enough room to deposit material into



* This document is not designed to replace company procedures, but is a quick reminder of requirements when handling this material.

APPENDIX B

WORK INSTRUCTION FOR DEWATERING OPERATIONS

(5 pages)



| | | | |
|------------------------|---------------|---------------------------|---------|
| Strata Solar | | Version | 1 |
| | | Implementation Date | 6/03/20 |
| Page 1 of 2 | | Last Reviewed/Update Date | 6/03/20 |
| Work Instruction Owner | Environmental | Approval | LJ |

Work Instructions for Approved Pumping and Dewatering

From On-site to Limits of Disturbance (LOD)

1. Purpose:

To describe pumping and dewatering activities on all Strata Solar construction sites.

2. Scope

These instructions apply to all personnel conducting dewatering activities and are the only allowable procedures for performing pumping and dewatering from on-site to the LOD.

3. Responsibilities

Authorized personnel listed on the attached training log have reviewed the following work instructions with Strata Solar Environmental personnel and have accepted ownership and the responsibilities to manage a crew performing the Dewatering and Pumping Work Instructions on a Strata Solar Site. The authorized personnel will designate a competent person to be present during pumping operations and understands the responsibilities to prevent an unauthorized sediment discharge. A copy of this form along with a signed training log of all authorized personnel will be housed on site with Strata Solar Environmental.

4. Work Instructions for the following Pumping and dewatering activities:

1. Inspect pump for damaged parts and leaks to ensure pump is safe to operate.
2. Inspect hose's for dry rot, damaged couplings and holes/cuts for leaking. **Do not use if equipment shows any damage.**
3. Place pump on flat ground and in secondary containment making sure you are a safe distance from the hole or bank in which you will be pumping.
4. Locate discharge hose as close to a silt fence outlet as possible, on a stabilized emergency spillway or rip rap apron to minimize erosion, leaving enough room to attach a sediment bag in front of the silt fence outlet or inside the Limits of Disturbance
5. Attach sediment bag to the end of the discharge hose on a non-erosive surface. (Mulch, Rock, Erosion control matting, grass, ext.)
6. Secure sediment bag to discharge hose in a manor to prevent bag from coming off the hose and to minimize water seepage.
7. Properly connect receiving and discharge hose to pump.
8. **A competent person will be present at all times to monitor the pump, sediment bag, silt fence and outlet.**
9. Turn on pump.
10. **Pump must be monitored the entire time it is in operation and all areas of impact must be continually inspected.**
Specifically:
 - a. Inspect hoses for leaks.
 - b. Inspect sediment bag for holes, tears and proper connection to discharge hose.
 - c. Monitor discharge water for erosion and undermining of silt fence.



11. Repeat step 10 until pumping activities cease.

12. **If there is a problem with the pump, hose or sediment bag, shut pump off immediately!**

This includes, but is not limited to: leaks, holes or tears in sediment bag or hose, erosion undermining or if water discharge is over whelming any additional downstream erosion control measures.

| | | | |
|------------------------|---------------|---------------------------|--------|
| Strata Solar | | Version | 1 |
| | | Implementation Date | 6/3/20 |
| Page 1 of 2 | | Last Reviewed/Update Date | 6/3/20 |
| Work Instruction Owner | Environmental | Approval | LJ |

Work Instructions for Approved Pumping and Dewatering For Pumping from Off-site Area to Water Truck

1. Purpose:

To describe allowable pumping and dewatering activities on Strata Solar sites for pumping from off-site area to a water truck.

2. Scope

These instructions apply to all personnel conducting dewatering activities on all Strata Solar sites and are the only allowable procedures for performing this activity.

3. Responsibilities

Authorized personnel listed on the attached training log have reviewed the following work instructions with Strata Solar Environmental personnel and have accepted ownership and the responsibilities to manage a crew performing the Dewatering and Pumping Work Instructions on a Strata Solar Site. The authorized personnel will designate a competent person to be present during pumping operations and understands the responsibilities to prevent an unauthorized sediment discharge. A copy of this form along with a signed training log of all authorized personnel will be housed on site with Strata Solar Environmental.

Pumping from Off-site Area to Water Truck:

(Please share specific examples of where and when this can be used on our sites as well as if there is a time when it cannot be used.)

1. Inspect pump for damaged parts and leaks to insure pump is safe to operate.
2. Inspect hose's for dry rot, damaged couplings and holes/cuts for leaking.
3. Place pump on flat ground and in secondary containment making sure you are a safe distance from the hole or bank in which you will be pumping.
4. Locate receiving hose at bottom of ponding water in a manor to reduce clogging of pump.
5. Properly connect receiving and discharge hose to pump.
6. Properly connect discharge hose to storage tank on water truck.
7. Ensure water is not discharged in a manner that creates erosion during pumping operations.
8. **Attach screening to receiving hose to prevent aquatic life from being trapped in the storage tank.**
9. **A competent person will be present at all times to monitor the pump and hoses for any leaks.**
10. Turn on pump.
11. Monitor pump while in operation.
12. Inspect hoses for leaks.
13. Monitor for discharge water that is creating erosion.
14. Repeat steps 11-13 until pumping activities cease.
15. **If there is a problem with the pump or hose, shut pump off immediately! This includes, but not limited to leaks, holes/tears in hose or erosion.**

4. Work Instructions for the following Pumping and dewatering activities:

1. Inspect pump for damaged parts and leaks to ensure pump is safe to operate.
2. Inspect hose's for dry rot, damaged couplings and holes/cuts for leaking. **Do not use if equipment shows any damage.**
3. Place pump on flat ground and in secondary containment making sure you are a safe distance from the hole or bank in which you will be pumping.
4. Locate receiving hose at bottom of ponding water in a manor to reduce clogging of pump.
5. Locate discharge hose towards a receiving BMP's drainage area to ensure discharge water is treated by a BMP.
6. Ensure discharge water is not creating any erosion during pumping operations by placing discharge point on a non-erosive surface. A sediment bag or dissipater pad (rip-rap, straw-wattle, and compost sock or hay bales) may be used to prevent erosion if a non-erosive surface is unavailable.
7. Properly connect receiving and discharge hose to pump.
8. **A competent person will be present at all times to monitor the pump and hoses for any leaks.**
9. Turn on pump.
10. **Pump must be monitored the entire time it is in operation and all areas of impact must be continually inspected. Specifically:**
 - a. Inspect hoses for leaks.
 - b. Monitor discharge water for erosion.
11. Repeat step 10 until pumping activities cease.
12. **If there is a problem with the pump or hose, shut pump off immediately! This includes, but is not limited to: leaks, holes or tears in hose, erosion/undermining or if water discharge is overwhelming any additional downstream erosion control measures.**

| | | | |
|------------------------|---------------|---------------------------|---------|
| Strata Solar | | Version | 1 |
| | | Implementation Date | 6/03/20 |
| Page 1 of 1 | | Last Reviewed/Update Date | 6/03/20 |
| Work Instruction Owner | Environmental | Approval | LJ |

Work Instructions for Approved Pumping and Dewatering From On-site Area to BMP

1. Purpose:

To describe allowable pumping and dewatering activities on Strata Solar sites for on-site areas to BMPs.

2. Scope

These instructions apply to all personnel conducting dewatering activities Pumping and Dewatering From On-site Area to BMP on all Strata Solar sites and are the only allowable procedures for performing these activities.

3. Responsibilities

Authorized personnel listed on the attached training log have reviewed the following work instructions with Strata Solar Environmental personnel and have accepted ownership and the responsibilities to manage a crew performing the Dewatering and Pumping Work Instructions on a Strata Solar Site. The authorized personnel will designate a competent person to be present during pumping operations and understands the responsibilities to prevent an unauthorized sediment discharge. A copy of this form along with a signed training log of all authorized personnel will be housed on site with Strata Solar Environmental.

4. Work Instructions for the following Pumping and dewatering activities:

1. Inspect pump for damaged parts and leaks to ensure pump is safe to operate.
2. Inspect hose's for dry rot, damaged couplings and holes/cuts for leaking. **Do not use if equipment shows any damage.**
3. Place pump on flat ground and in secondary containment making sure you are a safe distance from the hole or bank in which you will be pumping.
4. Locate receiving hose at bottom of ponding water in a manor to reduce clogging of pump.
5. Locate discharge hose towards a receiving BMP's drainage area to ensure discharge water is treated by a BMP.
6. Ensure discharge water is not creating any erosion during pumping operations by placing discharge point on a non-erosive surface. A sediment bag or dissipater pad (rip-rap, straw-wattle, compost sock or hay bales) may be used to prevent erosion if a non-erosive surface is unavailable.
7. Properly connect receiving and discharge hose to pump.
8. **A competent person will be present at all times to monitor the pump and hoses for any leaks.**
9. Turn on pump.
10. **Pump must be monitored the entire time it is in operation and all areas of impact must be continually inspected. Specifically:**
 - a. Inspect hoses for leaks.
 - b. Monitor discharge water for erosion.
11. Repeat step 10 until pumping activities cease.
12. **If there is a problem with the pump or hose, shut pump off immediately! This includes, but is not limited to: leaks, holes or tears in hose, erosion/undermining or if water discharge is overwhelming any additional downstream erosion control measures.**

APPENDIX C

FACILITIES NEW CHEMICAL APPROVAL FORM AND PROCESS

(5 pages)

FACILITIES NEW CHEMICAL APPROVAL FORM

Instructions:

1. Obtain MSDS sheet for the new chemical and attach it to this approval.
2. If replacing an existing chemical, attach the MSDS for the existing chemical as well.
3. Fill out description for wanting to use the new chemical and explain how the new chemical is to be used by employees. Keep in mind that employees from more than one organization may come in contact with a chemical that is "used" by only one organization.
4. Forward this approval form to Occupational Health & Safety for review. OHS will evaluate the chemical request and make recommendations on hazard levels, correct handling procedures and protective equipment requirements within 5 working days.
5. Forward this approval form to the Assistant Director whose people are going to be using the chemical. Decisional authority for the use of new chemicals will reside at the Assistant Director level.
6. Assistant directors will insure that MSDS, protective equipment requirements, and safe handling procedures are reviewed with employees in advance of employees actually being required to use the chemical.
7. The signed original will be retained by the initiating department and a copy will be sent to OHS so that the chemical can be added to the Workplace Chemical List.

Product Name: _____ **New Chemical?** ☐ Yes ☐ No

Chemical Name: (from MSDS Sheet) _____.

If replacement, name of product to be replaced: _____
and attach MSDS for the _____ for product that is being replaced.

Approval request submitted by: _____ Ext. _____.

Assistant Director approving /declining request: _____.

Description of proposed product use: _____

_____.

**Forward approval form to Occupational Health & Safety Department, Room 132 ,
General Services Building, 222 South Chapel Street, Newark, DE 19716.**

(over)

Occupational Health & Safety Assessment

General Hazard Analysis: _____

_____.

Handling Recommendations: _____

_____.

Protective Equipment Requirements: _____

_____.

Storage and Disposal Requirements: _____

_____.

Training Requirements: _____

_____.

Other Remarks: _____

_____.

OHS Review Signatures: _____.

Forward to Assistant Director in Facilities whose organization submitted the request.

Assistant Director Approval

Upon the successful implementation of the recommendations of the Occupational Health and Safety Department, this chemical is approved for use by Facilities personnel.

☐ **For evaluation purposes only.**

☐ **For regular use.**

Signed: _____ Date: _____

This chemical is NOT approved for use by Facilities personnel.

Signed: _____ Date: _____

FACILITIES NEW CHEMICAL APPROVAL PROCESS

Overview

The purpose of the Facilities Chemical Approval Process is to assure that there is an adequate review held to examine both the physical and health hazards associated with a proposed chemical **before** it is used by our employees. **All new chemicals that are used by Facilities employees are to be evaluated through this process prior to use.** During the approval process, the Occupational Health and Safety Organization will designate the appropriate consultant(s) to review the physical and health hazards, make recommendations for proper handling and protective equipment measures, and to recommend adequate training for compliance with university policy. The decision for approval or rejection of chemical use is made by the Assistant Director whose employees will be using the chemical.

Definition of Hazardous Chemical

A hazardous chemical is defined as any element, chemical compound or mixture of elements and/or compounds which pose a physical hazard or a health hazard.

Physical Hazards

A chemical is a physical hazard if there is scientifically valid evidence that it is any of the following:

- A combustible liquid
- A compressed gas
- An explosive
- A flammable
- An organic peroxide
- An oxidizer
- A pyrophoric
- An unstable material or a water reactive
- Shock sensitive chemicals

Health Hazards

A chemical is a health hazard if there is statistically significant evidence based upon at least one study conducted in accordance with established scientific principles that acute or chronic health effects may occur in exposed employees. Included are:

- carcinogens
- irritants
- reproductive toxins
- corrosives
- sensitizers
- radioactive materials
- neurotoxins
- biohazards
- hepatoxins
- nephrotoxins
- agents that damage the lungs, skin, eyes, or mucus membranes

Training Requirements

Facilities employees work with chemicals every day. Per university policy, employees need to know the physical and health hazards associated with the chemicals that they may come in contact with while performing their jobs so that they can take measures to minimize the hazard associated with chemical handling. This obligation of employee hazard education requires that management take a proactive approach to acquiring information (Material Safety Data Sheets) about the chemicals that are

currently in use and also for those chemicals that are being evaluated for use as either an addition to or a replacement for an existing chemical. This information is used to make decisions and recommendations about reducing physical and health hazards to employees, to make decisions about adequate protective equipment requirements for employees using these chemicals, and to satisfy local, state, and federal requirements about reporting chemicals used at the University.